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**SEALED  
BY COURT ORDER**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**THE UNITED STATES OF AMERICA ex  
rel., ANTHONY SMITH**

Plaintiff and Qui Tam Relator in  
Interest,

v.

**TETRA TECH EC, INC.;  
RADIOLOGICAL SURVEY &  
REMEDIAL SERVICES, LLC; THE  
SHAW GROUP; SHAW  
ENVIRONMENTAL AND  
INFRASTRUCTURE, INC.; CHICAGO  
BRIDGE & IRON, INC.,**

Defendants.

Case No.

**CV 16 1106**

**COMPLAINT FOR:  
FALSE CLAIMS ACT VIOLATION  
PURSUANT TO 31 U.S.C. §3729 et seq.,**

**[FILED UNDER SEAL - 31 USC §3730]**

**Jury Trial Demanded**

**PARTIES**

1. Qui Tam Relator Anthony Smith, hereinafter Smith, was trained as a radiation control technician. Mr. Smith was employed at various periods of time, beginning in approximately 2001, as a radiation control technician. Smith worked at Hunters Point Naval Shipyard initially for New World Environmental, Inc. doing business as New World Technology beginning in approximately 2002 for

1 approximately a year as a radiation control technician. Smith returned to Hunters  
2 Point Naval Shipyard as a radiation control technician in approximately 2006 for less  
3 than a full year. Smith returned once again the Hunters Point Naval Shipyard to work  
4 as a radiation control technician on or about March 28, 2008 and remained at Hunters  
5 Point Naval Shipyard as a radiation control technician until September 28, 2012.  
6 When Smith was laid off with others in September of 2012, Smith was informed he  
7 would be returned to work at Hunters Point upon the initiation of work in other areas  
8 of Hunters Point for radiation surveys and remediation.

9       2. In early 2010, Smith's employer, a sub-contractor to Tetra Tech EC, Inc.  
10 changed from New World Environmental, Inc. to another sub-contractor of Tetra Tech  
11 EC, Inc. named Radiological Survey & Remediation Services, Inc., herein referred to  
12 as RSRS. RSRS had been a sub-contractor of Tetra Tech EC, Inc. at Hunters Point  
13 throughout Smith's last period of employment at Hunters Point which had begun on  
14 March 28, 2008. Management of RSRS and supervisors of Tetra Tech EC, Inc.  
15 informed Smith that he would be called back to work after the lay-off of September  
16 28, 2012. In early 2013, Smith learned that others had been called back to work at  
17 Hunters Point, but Smith had not receive a call back to work. Smith called  
18 supervisors of Tetra Tech EC, Inc. and inquired if he was going to be recalled to work,  
19 and was informed he would not be recalled. Smith asked why he had not been  
20 recalled to work and was told that he was not being recalled to work because the  
21 government had raised issues related to radiological work Smith and others had  
22 performed.

23       3. Smith individually and through counsel of Smith have conducted  
24 investigations into the radiological remediation that has been performed for the United  
25 States Navy in the California Bay Area, in particular Hunters Point Naval Shipyard,  
26 Treasure Island, and Alameda Naval base. Smith through his own personal  
27 knowledge and the investigation he and his counsel have conducted have direct and  
28

1 independent information regarding false claims submitted by the Defendants to the  
2 United States for payment, independent of information publicly disclosed.

3 4. Smith became aware that Tetra Tech EC, Inc. produced a report titled  
4 "Investigation Conclusion Anomalous Soil Samples At Hunters Point Naval  
5 Shipyard". The report implied that Smith had conducted false soil sampling at  
6 Hunters Point on his own and contrary to the directions of his supervisors. Smith  
7 concluded that the report was inaccurate and tried to falsely place blame on Smith and  
8 other co-workers. Smith consulted with counsel to investigate matters related to  
9 radiological remediation conducted on behalf of the Navy and to explore ways to  
10 bring to light the true circumstances involved in radiological remediation conducted  
11 on behalf of the Navy in the California Bay Area.

12 5. The information contained herein pertaining to fraud engaged in by defendants  
13 at the expense of the United State of America, and the United States Navy has not  
14 been publicly disclosed as defined by 31 USC §3730(e)(4)(A). Relator is an original  
15 source for all information herein. Relator has direct and independent knowledge of  
16 the facts and false statements herein alleged. Relator has met with the United States  
17 Attorney General's representatives, as well as the United States Navy investigators, as  
18 well as provided written disclosures prior to the filing of this False Claims Act suit.  
19 Federal jurisdiction is proper for this action is based on a federal statute, 31 USC  
20 §3279 and §3730.

21 6. Defendant Tetra Tech EC, Inc. is a corporation that has contracted with the  
22 United States Navy and the United States government to perform clean-up and  
23 remediation services of hazardous wastes, including radioactive materials, at the  
24 closed Hunters Point Naval Shipyard in San Francisco, the Treasure Island Naval  
25 Base in San Francisco, and the Alameda Naval Base in Alameda County, California.  
26 On information and belief, it is alleged that the principal business office of Tetra Tech  
27 EC, is located in California. Defendant Tetra Tech EC, Inc. is a wholly owned  
28 corporate subsidiary of Tetra Tech, Inc.

7. Radiological Survey & Remediation Services, LLC (herein RSRS) is a limited liability corporation owned by Daryl DeLong and Brian Henderson. RSRS provided technical workers and performed services related to the radiological remediation for the United States Navy at Hunters Point, Treasure Island, and Alameda Naval station. RSRS provided these service generally through sub-contracts with the prime contractors of the United States Navy, including Tetra Tec EC, Inc., the Shaw Group, and Chicago Bridge and Iron, Inc.

8. The Shaw Group is a corporation that contracted with the United States Navy and the United States government to perform clean-up and remediation services of hazardous wastes, including radioactive materials, at the closed Hunters Point Naval Shipyard in San Francisco, the Treasure Island Naval Base in San Francisco, and the Alameda Naval Base in Alameda County, California. The Shaw Group was purchased by Chicago Bridge and Iron, Inc., and is a wholly owned subsidiary of Chicago Bridge and Iron, Inc.

**FALSE CLAIMS ACT FACTS AND CLAIMS UNDER**  
**§3729 (a) (1)(A), (B), (C) and (D)**

**Hunters Point Naval Shipyard Soil Switching Fraud**

9. Beginning in 1939, the United State of America acquired property commonly referred to as the Hunters Point Shipyard for World War II purposes. The facility was renamed the Hunters Point Naval Shipyard. The Department of Defense also used these properties to conduct radiological activities including efforts to remove radiation from ships involved in the nuclear blast testing at the Bikini Atoll in 1946, extensive use of radioactive radium, and operation of the Radiological Defense Laboratory on multiple sites within Hunters Point from until 1979. Additionally,

1 orher federally operated facilities and non-federal facilities and universities shipped  
2 radioactive wastes to Hunters Point. The conduct of these activities contaminated  
3 with radioactivity the Hunters Point ground, buildings, sewer lines, landfills, and the  
4 San Francisco Bay.

5 10. The United States Congress enacted the Defense Base Closure and  
6 Realignment Act of 1990 (DBCRA). The Hunters Point Naval Shipyard was selected  
7 for closure under the Act in 1991. The United State of America entered into  
8 agreements with the State of California and the City and County of San Francisco that  
9 related to joint jurisdiction and authority between the Federal, State, and San  
10 Francisco agencies over the property's remediation and ultimate transfer of the  
11 property to the City and County of San Francisco.

12 11. In 1989, the United States Environmental Protection Agency placed the  
13 Hunters Point Naval Shipyard on the National Priorities List as a Superfund site  
14 pursuant to the Comprehensive Environmental Response, Compensation, and Liability  
15 Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act  
16 (SARA).

17 12. Defendant Tetra Tech EC, Inc. contracted with the United States  
18 government to provide testing and remediation services for the removal of  
19 radiological materials pursuant to the DBCRA, CERCRA and Superfund designation  
20 of Hunters Point Shipyard. The contracts and related authorization documentation  
21 between the United States, through its agencies, including but not limited to the  
22 Department of the Navy, with defendant Tetra Tech EC, Inc. included directives as to  
23 the specifications for testing, reporting, and standards for remediation.

24 13. The contract and incorporated requirements for the testing, surveying and  
25 remediation for radioactive materials at Hunters Point required defendant Tetra Tech  
26 EC, Inc. to have employees take samples of soil and other materials, accurately and  
27 truthfully report the locations of the samples obtained, complete a truthful and  
28



1 accurate Chain of Custody document for the samples obtained, and provide the  
2 samples to the on-site laboratory.

3 14. The soil and other material samples were required to be tested by Tetra  
4 Tech EC's on site laboratory, as well a selection of the samples tested by a third party  
5 off site laboratory.

6 15. Beginning in 2008, management employees of Tetra Tech EC, Inc.,  
7 including but not limited to the Tetra Tech EC, Inc. Hunters Point General Manager,  
8 William "Bill" Dougherty, Construction Superintendent Dennis McWade, Radiation  
9 Field Supervisor Steven Rolfe, and Radiation Field Supervisor Justin Hubbard, and  
10 sub-contractor RSRS owner and official Daryl Delong, and others ordered employees  
11 of RSRS to create false records and reports pertaining to the samples taken at Hunters  
12 Point for radioactive materials that were delivered to the laboratory. The faked soil  
13 sampling took place for samples in areas that had been trenched, in areas that had once  
14 had buildings, and in surface areas of Hunters Point.

15 16. RSRS Radiation Control Technicians (RCT), including but not limited to  
16 Anthony Smith, Ray Roberson, Joe Cunningham, Jeff Rolfe, Marie Winder, Jane  
17 Taylor, Blake Willet, and Rick Zahinski were ordered to obtain soil and material  
18 samples for radiological testing in a manner that was intentionally and knowingly  
19 false. These Radiation Control Technicians were required to obtain samples in what  
20 would appear to an outsider that the samples were being taken in the field, be it in a  
21 building, or an area that had been where a building had been, open areas, or excavated  
22 trenches, or similar location, and would have appeared to be properly taken according  
23 to Standard Operating Procedures (SOP) established by the Navy and required under  
24 the contract with the United States. However, the Radiation Control Technicians took  
25 the soil samples to a connex structure in which Tetra Tech EC, Inc. supervisors and  
26 other RSRS, Inc. employees received the soil samples in violation of the SOP chain of  
27 custody requirements, violating explicit directive and SOP established by the Navy.  
28 The Tetra Tech EC, Inc. supervisors at the connex involved in receiving the soil in the

1 connex engaged in having the soil samples fraudulently switched. The Tetra Tech  
2 EC, Inc. supervisors at the connex buildings involved in the receiving and overseeing  
3 the fraudulent swapping of the soil samples were primarily Steve Rolfe and Justin  
4 Hubbard.

5 17. The Tetra Tech EC, Inc. supervisors directed the Radiation Control  
6 Technicians to obtain soil in 5 gallon buckets or other containers from soil locations  
7 on Hunters Point that the RCT and Tetra Tech EC, Inc. supervisors had knowledge  
8 from prior experience were free of radioactive materials above radiological release  
9 llevels. Some of the time the soil obtained for this fraud was obtained from Hunters  
10 Point areas that had been previously scanned and evaluated to have had no  
11 radiological contamination above release levels, and had been disturbed so it was  
12 relatively easy to obtain. Some of the time the soil obtained for this fraud was  
13 obtained from soils that had been deposited at Hunters Point for fill purposes and was  
14 able to be accessed. The RCT workers then took the soil free of high radioactive  
15 material intended to be used for this fraud to the connex to the Tetra Tech EC, Inc.  
16 supervisors and RSRS, Inc. employees in the connex as directed. The RSRS  
17 employees in the connex who were involved in the falsification of the COC  
18 documentation, and involved in the fraudulent switching of the soil samples under the  
19 direction of the Tetra Tech EC, Inc. supervisors were and included, among others,  
20 Rick Zahinski, Jane Taylor, Marie Winder, Tina Rolfe, Kathi Rolfe, Blake Willet, and  
21 Jeff Rolfe. In the connex the Tetra Tech EC, Inc. supervisor directed RSRS  
22 employees to switch the soil samples so that the soil from other locations was falsely  
23 put into the sample containers containing a chain of custody document that falsely  
24 listed the location the soil was obtained from on Hunters Point. The chain of custody  
25 documents were fabricated to fraudulently appear to follow procedures. The Tetra  
26 Tech EC, Inc. supervisors and RSRS employees, after the soil samples were  
27 fraudulently switched then gave the fake samples to RCT workers and escorted the  
28 RCT to the on-site Hunters Point laboratory. At the laboratory the Tetra Tech EC,

1 Inc. supervisor assisted in the delivery of the soil samples and assured that the false  
2 samples were falsely logged as having been properly obtained and tracked as part of  
3 the fraud.

4 18. The false samples were then tested by the on-site laboratory, and a  
5 selection of the samples were submitted to a third party laboratory. The laboratory  
6 results were submitted to the Navy and regulators as part of submissions seeking  
7 payment for services from the Navy. The truth and accuracy of the laboratory results  
8 reflecting actual sampling of the areas the samples were purportedly taken from was  
9 material in the decisions of the Navy to make payments to defendants for the services.  
10 The representations by defendants Tetra Tech EC, Inc., and RSRS, LLC were  
11 knowingly false and material to the process for submission for payment and the  
12 review and decisions by the United States in regards to the making of payments to  
13 these defendants under the contracts involved.

14 19. Defendants Tetra Tech EC, Inc., and RSRS conspired to engage in fraud  
15 and the submission of false statements regarding the taking of soil samples by the  
16 proper taking of soil samples, and then fraudulently switching the soil samples with  
17 soil that were believed to contain soil that did not have radioactive material above the  
18 release levels. Relator Smith is personally aware that the soil sample switching in the  
19 connex at the direction of Tetra Tech EC, Inc. supervisors and conducted by RSRS  
20 employees took place a number of months following the removal of the Radiation  
21 Safety Officer Representative Elbert Blowers from the Hunters Point facility, and  
22 estimates at this time the beginning of that process with his personal knowledge to be  
23 approximately mid-2010 and continued through Relator's release from work at  
24 Hunters Point due to work force cuts on September 28, 2012. On information and  
25 belief, it is alleged that the fraudulent practices of switching soil samples taken in the  
26 field with soil obtained from other areas that was believed to be free of radioactive  
27 material above release levels continued as a standard operating practice by Defendants  
28 Tetra Tech EC, Inc. and RSRS thereafter for a minimum of a couple of months, and



1 thereafter was limited and became more curtailed due to questions that arose regarding  
2 the laboratory results from samples that raised questions as to why certain tested  
3 levels of Potassium 40 were different from prior samples taken from the same or  
4 similar areas. The fake soil samples obtained were obtained from areas that would  
5 have had standard Potassium 40 levels when those fake soil samples were obtained  
6 from areas of Hunters Point. The fake samples that contained very low levels of  
7 Potassium 40 were when some of the faked soil samples were taken from some of the  
8 backfill material that had been deposited at Hunters Point and the RCTs involved from  
9 time to time took the soil for the fake samples from a particular area of backfill that  
10 had very low levels of Potassium 40 and low readings for other radioactive markers.  
11 Some of the backfill materials used for the fake samples had low levels for Radium  
12 and Cesium but do not appear to have had the low levels of Potassium 40 that certain  
13 other delivered backfill material contained.

14 20. The false records of soil samples tested for radioactivity were submitted  
15 on a regular and often daily basis to government officials of the United States as part  
16 of the reporting requirement under the contract with the Navy. The false records of  
17 soil samples were incorporated into progress reports submitted by Defendants to the  
18 United States for governmental review of the remediation progress of Hunters Point.  
19 The Defendants submitted Final Status Surveys to the United States containing the  
20 false records of soil samples tested for radioactivity to report final radioactive  
21 remediation meeting free release goals by the Navy for the radioactive clean-up of  
22 Hunters Point. These records were material to the contract and to the demand for  
23 payment by the Defendants for the radioactive remediation work performed at Hunters  
24 Point.

25 21. The false records of soil samples tested for radioactivity were submitted  
26 on a regular basis to Laurie Lowman, the Navy's Lead Environmental Protection  
27 Manager of the Navy's Radiological Affairs Support Office (RASO), others under the  
28 direction of Laurie Lowman, and also to the Navy's Chief of Naval Operations Energy

1 and Environmental Readiness Division (N45) Radiological Controls (RADCON)  
2 Branch Office with the Navy's Facilities Engineering Command Southwest  
3 (NAVFAC SW), and the Naval Sea Systems Command (NAVSEA 04N) Radiological  
4 Controls Office. The false records of soil samples tested for radioactivity were  
5 incorporated and attached to the Final Status Surveys of each unit area contracted to  
6 be remediated between the Navy and Defendants. The Final Status Surveys were  
7 submitted with demands for payments under the contract with the Navy by Tetra Tech  
8 EC, Inc. The base contract with the Navy included contract number N62473-10-D-  
9 0809 and included no less than twelve CTO's to the contract designed as Nos. 0001-  
10 0012.

11 22. Each knowingly made false record of soil samples due to the fraudulent  
12 switching of soil in the soil samples taken for radioactive testing at Hunters Point  
13 caused to made a false statement material to a false and fraudulent claim by Tetra  
14 Tech EC, Inc. for payment from the Navy, done by RSRS and by Tetra Tech EC, Inc.  
15 jointly and in conspiracy together, in violation of the False Claims Act 31 USC  
16 Section 3729.

17 23. The United States of America has been damages by the false claims  
18 submitted by Defendants. The United States of America contracted with Defendant  
19 Tetra Tech EC, Inc. for the remediation and removal of radioactive materials above a  
20 specified level for the health and safety of the environment, the public, and future  
21 generations. The fraudulent switching of soil samples to obtain a false clearance of  
22 areas contracted to be properly remediated of radioactive wastes deprives the United  
23 States of America of the basic service that was contracted for with Defendants. The  
24 fraudulent switching of soil samples creates unlimited future liability for the United  
25 State of America for the agreements between the United States of America and the  
26 City and County of San Francisco provide that the United States will remain  
27 responsible and liable for the radioactive remediation of Hunters Point after the  
28 property is deeded over to San Francisco should it be discovered that the remediation

1 did not fully and properly remove radioactivity. The Navy will and has incurred costs,  
 2 expenses, and delays in the remediation of Hunters Point that should not have been  
 3 incurred, but for the fraud of Defendants Tetra Tech EC, Inc. and RSRS in switching  
 4 soil samples. The full costs directly and derivatively related to the fraud accomplished  
 5 by Defendants Tetra Tech EC, Inc. and RSRS are extensive and as of yet not fully  
 6 known, and will be established at trial.

7 24. Each false record of soil sample, resulting false laboratory test, and  
 8 resulting false report to the Navy in support of a claim for payment is a false claim  
 9 under 31 USC Section 3729(a) for which a civil penalty is required, and three times  
 10 the amount of damages that the United States has and will sustain because of the acts  
 11 of Tetra Tech EC, Inc. and RSRS in fraudulently switching soil samples.

12  
 13 **Treasure Island Copper Removal and Radiation Remediation False Claims**

14  
 15 25. Relator took efforts to meet with the United States Attorney General's  
 16 and Department of Justice office representatives in February of 2015 to disclose  
 17 information regarding the fraudulent practices of Tetra Tech EC, Inc. and RSRS. The  
 18 United States Attorney General's office and Department of Justice office  
 19 representatives declined to meet with Relator in February of 2015.

20 26. In the first half of 2015, Relator learned that Tetra Tech EC, Inc. and  
 21 RSRS were involved in a cover-up of the companies' fraudulent sampling activity at  
 22 Hunters Point and were seeking to place blame on the fraudulent soil sampling in a  
 23 few limited locations to Relator and two others who had been employees of RSRS.  
 24 Relator requested present counsel for Relator to assist Relator in disclosing the truth  
 25 regarding the fraudulent soil sampling and to investigate on Relator's behalf the extent  
 26 of the fraudulent activity of Tetra Tech EC, Inc. and RSRS. Through the efforts of  
 27 Relator and his counsel, efforts were made to bring forth public disclosure of Tetra  
 28 Tech EC, Inc. non-public documents that disclosed that false soil samples for

1 radiological testing had been taken at Hunters Point. Through the concerted efforts of  
2 Relator and his counsel, non-publicly disclosed documents were obtained and  
3 reviewed, individuals were interviewed, and remediation sites were visited and  
4 examined. As a result of these independent and direct efforts by Relator and his  
5 agents, information that has not been publically disclosed regarding false records and  
6 statements material to false claims by Shaw Environmental and Infrastructure, of the  
7 Shaw Group, which has been purchased by Chicago Bridge and Iron, Inc., (herein  
8 referred to as "Shaw") and RSRS have been discovered.

9       27. Relator is an original source of the information pertaining to Hunters  
10 Point alleged supra, and has voluntarily provided the information to the United States  
11 government by in person disclosure in November of 2015 to a United States Attorney  
12 General representative and a United States Navy representative and by written  
13 voluntary disclosure to United States Attorney General and to a Department of Justice  
14 representative on February 22, 2016. Relator's knowledge is independent of and  
15 materially adds to any publically disclosed allegations or transactions related to  
16 Hunters Point, and Relator has voluntarily provided the information to these  
17 government representatives before filing this action under the False Claims Act.

18       28. Relator is an original source of the information pertaining to Treasure  
19 Island and the fraud and false records and statements material to false and fraudulent  
20 claims submitted by Shaw Environmental and Infrastructure and RSRS. Relator's  
21 knowledge is independent of and materially adds to any publically disclosed  
22 allegations or transactions, and has voluntarily provided the information to the  
23 government representatives on February 22, 2016 before filing an action under this  
24 section. Relator does not know of public disclosure of the fraud and false statements  
25 pertaining to allegations or transactions which are hereinafter alleged pertaining to  
26 activity at Treasure Island.

27       29. Shaw entered into remediation contracts with the Navy in the later years  
28 of the 2000's to remediate the former Naval Station Treasure Island, including but not

1 limited to N62473-10-D-0807. The Navy acquired Treasure Island in 1942 for use as a  
2 naval base during World War II. Treasure Island became a major naval facility during  
3 World War II, processing thousands of outgoing and incoming military personnel.  
4 The Navy's conducted a Historical Radiological Assessment (HRA) of Treasure  
5 Island that was completed in 2006. The HRA assessed existing buildings and  
6 historical sites for radioactivity. Approximately 18 sites were identified as requiring  
7 further review, and Radium-226 was found in former bunkers on Treasure Island. In  
8 addition to radioactive waste concerns, the Navy studies of Treasure Island revealed  
9 contamination by lead, PCBs, TCE, PCE, and petroleum among other chemical  
10 contaminants.

11 30. The contracts between Shaw and the Navy to perform remediation  
12 services at Treasure Island included the requirement that further study and surveys be  
13 conducted of Treasure Island for radioactive contamination. The contracts and  
14 Basewide Radiological Management Plan incorporated into the contracts called for a  
15 NRC licensed entity to conduct surveys of areas to be surveyed and remediated for  
16 radioactive materials at Treasure Island. The Navy contract and accompanying  
17 requirements provided that prior to any soils and materials being excavated, moved  
18 and removed from Treasure Island by Shaw and its subcontractors, that the material be  
19 scanned and evaluated by the NRC licensed entity and cleared for the presence of any  
20 radionuclides of concern, primarily Radium -226, and Cesium-137. The Navy  
21 requirements prohibited the off-site removal of soils and material from Treasure  
22 Island that had not been screened and cleared for radioactive materials above release  
23 levels. The contract with the Navy required that if any soils or material were scanned  
24 and found to have radioactive readings above contractually set limits, then the soil and  
25 material were to be treated as radiologically impacted Low-Level Radioactive Waste  
26 (LLRW). The contracts and incorporated provisions of the agreement with the Navy  
27 required that all LLRW be segregated, placed in LLRW bins and disposed of through  
28 the Department of the Navy's LLRW Disposal Program. The LLRW was required to



1 be identified to the Navy's RASO office, with testing and a request for disposal  
2 through the Department of Defense LLRW Executive Agency, and disposed of in one  
3 of the four disposal sites for LLRW in the United States.

4 31. There is substantial time and expense to properly scan, and test for  
5 LLRW. There is substantial time and expense to properly segregate and arrange for  
6 disposal of LLRW. The contracts between Shaw and the Navy required that these  
7 very specific time consuming activities be carefully done to assure that Treasure  
8 Island was properly remediated of radioactive wastes and to assure that LLRW was  
9 not improperly disposed of off Treasure Island in non-LLRW disposal sites,  
10 potentially jeopardizing the health and safety of individuals and the environment far  
11 beyond Treasure Island. Shaw falsely certified or implied certified that proper  
12 scanning, testing, segregation, and disposal of LLRW was done under the contracts  
13 for Treasure Island, as more fully set forth herein, along with other frauds resulting in  
14 false records material to false claims.

15 32. Beginning in approximately late 2006 and continuing, the Project  
16 Manager for Shaw, Peter Bourgeois directed laborers to work and unlawfully assisting  
17 Shaw in stealing copper from Treasure Island by stripping the copper from buildings  
18 owned by the United States. The work time of the laborers was falsely reported to the  
19 Navy as hours worked for the remediation of lead, PCBs and other contaminants on  
20 Treasure Island. The false reporting of the hours as time properly incurred in the  
21 remediation of lead, PCBs and other contaminants was material to the requests for  
22 payment by Shaw to the Navy for the services. The copper obtained by the workers  
23 stripping the Treasure Island buildings was not reported to the Navy, was sold but not  
24 accounted for to the Navy, nor were the funds delivered to the Navy. Shaw certified  
25 or impliedly certified that it was properly performing the services contracted for with  
26 the Navy, and falsely made those certifications when Shaw was effectively having the  
27 Navy pay for the wages of laborers used to steal for Shaw copper from the Treasure  
28 Island buildings that belonged to the Navy. The conduct of Shaw related to the

1 unlawful stripping of copper owned by the United States, the selling the copper for  
2 private gain, the creation of records that the hours worked were for remediation  
3 purposes under the contract with the Navy, the failure of Shaw to report the  
4 possession, custody, and control of the copper which was the property of the United  
5 States, and the failure to Shaw to turn over the copper or the money derived from the  
6 sale of the copper to the United States violated 31 USC Section 3729 (a) (1) (A), (B),  
7 and (D).

8 33. Under the contract with the Navy, Shaw was to have soil and material  
9 properly tested and cleared for radioactive contamination as a condition of the soil and  
10 material being moved or removed from Treasure Island. Soil and material that was  
11 properly scanned, tested and approved as non-LLRW was permitted under the contract  
12 to be disposed of at standard disposal sites, such as Class II landfills. Soil and  
13 material that was properly scanned, tested, and determined to be LLRW was required  
14 to be carefully segregated, contained, and processed through the Navy and  
15 Department of Defense LLRW processes and disposed of in the Clive, Utah,  
16 Grandview, Idaho or one of the other four LLRW disposal sites for Department of the  
17 Navy LLRW.

18 34. Shaw subcontracted the services of New World Environmental, Inc. and  
19 later RSRS, Inc. to test at Treasure Island for radioactive materials in the soil and  
20 materials that could have intensity above release levels and be categorized as LLRW.  
21 Areas that were determined by New World Environmental or RSRS as Radiologically  
22 Controlled Areas (RCA's) were not to have soils removed without first being  
23 surveyed, sampled, tested and determined to have radioactivity levels below the  
24 Remediation Goal (RG) pursuant to the terms of the SOP. Shaw was required to  
25 coordinate with the radiological subcontractors, New World Environmental and  
26 RSRS, regarding all work areas planned so that there could be Radiological Control  
27 Technicians present to monitor and scan for radiological hazards.  
28

1           35. Shaw intentionally excavated soils and materials from Treasure Island  
2 established Radiologically Controlled Areas and from areas that had not yet been  
3 evaluated for determination whether the area should be deemed a Radiologically  
4 Controlled Area without having the soil and materials first surveyed, sampled and  
5 determined to be below the RG. Shaw's removal of soils from Radiologically  
6 Controlled Areas without following the SOP of having the soil determined to be  
7 below RG before the soil was removed excavated was intentional and knowing. Shaw  
8 intentionally removed soils from areas that were known to not yet have been  
9 determined whether the area was radiologically impacted and should be a  
10 Radiologically Controlled Area. Shaw's intentional excavating of soils from these  
11 two types of areas from Treasure Island took place no later than early 2007 and  
12 continued thereafter. Some of the excavated soils improperly removed were deposited  
13 into other areas of Treasure Island contrary to the contract and terms established by  
14 the Navy. Some of the excavated soils improperly removed were shipped off Treasure  
15 Island and improperly disposed of without having been radiologically screened, tested,  
16 sampled, and remediated as required by the contract and terms established with the  
17 Navy. Shaw submitted false records to the Navy that certified or impliedly certified  
18 that all soil and materials that were excavated and moved on Treasure Island or  
19 shipped off of Treasure Island had been properly surveyed, scanned, tested, and  
20 determined to be below RG and not LLRW when Shaw had knowledge that soils and  
21 materials had intentionally been shipped off Treasure Island from areas and RCA's  
22 without having been properly surveyed, scanned, tested and determined to be below  
23 RG and not LLRW. Shaw had knowledge that Shaw had directed that soils and  
24 materials be excavated and moved on Treasure Island or shipped off Treasure Island  
25 in a manner to avoid being surveyed, scanned, and tested that were in RCA areas.  
26 These conducts and false records have resulted in an expanded requirement of  
27 remediating Treasure Island because radiologically hazardous materials were moved  
28 and spread into non-radiologically impacted areas of Treasure Island as a result of the

1 frauds and process violations of Shaw. Radiologically hazardous materials have been  
2 spread into areas outside of Treasure Island due to the fraudulent and process  
3 violations by Shaw potentially harming the environment and individuals beyond  
4 Treasure Island, and exposes the United States to liability for the radiological  
5 contamination to third persons and property off Treasure Island.

6 36. Under the contracts with the Navy, Shaw was to have areas determined  
7 whether the area had radioactive contamination above RG before Shaw removed soils,  
8 relocated soils on Treasure Island, or transported the soils off Treasure Island. Shortly  
9 after being sub-contracted by Shaw in 2006, New World Environmental began finding  
10 radioactive materials above release levels at Treasure Island in areas that had not  
11 previously been reported in the Navy's HRA as containing radioactive materials.  
12 Shaw management, to cut costs, increase profits, and falsely complete remediation  
13 services for the Navy, took intentional actions to excavate soils and materials from  
14 Treasure Island that contained other contaminants such as lead and PCBs without  
15 having New World Environmental radiological control technicians oversee the soil  
16 extraction to determine whether the soil contained radioactive wastes above RG.  
17 Shaw did not comply with SOP of notifying New World Environmental and later  
18 RSRS of digs, soil and material removals to take place on Treasure Island, and Shaw  
19 management planned and scheduled digs for soil and material removal in areas that  
20 employees of New World Environmental and later RSRS were not present or in the  
21 vicinity to maximize the probability that extensive soil extractions could take place  
22 and soils shipped off Treasure Island or relocated at Treasure Island without the time  
23 and expense involved in having the soil and material scanned, sampled, and tested for  
24 radioactivity above RG LLRW standards, and having the soil remediated if there was  
25 radioactivity above RG, and avoid the time and costs associated with preparing the  
26 soil and material for disposal due to the remediation. Shaw certified or impliedly  
27 certified that Shaw was following set procedures for the scanning, testing and  
28 remediation of soil and materials for radioactivity above RG, when in fact Shaw was

1 intentionally circumventing the SOP and requirements to test and remediate if  
2 necessary soils and materials for radioactive contamination above RG levels.

3 37. Under the contracts with the Navy for Treasure Island, Shaw was to  
4 properly segregate and control radioactive samples and retain the samples for potential  
5 future evaluation. Shaw certified that it was complying with the requirements  
6 established by the Navy contract. However, Shaw did not properly segregate and  
7 control the radioactive samples, but stored the samples in a manner contrary to  
8 contract, established SOP, and accepted industry standards. Further, Shaw failed to  
9 retain the radioactive samples, but had the radioactive samples disposed of as if the  
10 samples were non-low level radioactive waste, and the LLRW was improperly  
11 disposed of at level 2 landfills in 2008, 2009, 2010, and 2011. Shaw management  
12 knew it failed to properly segregate and control radioactive samples and retain  
13 radioactive samples. Shaw's certification and implied certification of meeting these  
14 standards were knowingly false. Shaw falsely identified shipments off Treasure  
15 Island as non-LLRW when the shipments did contain LLRW and LLRW that had  
16 been sampled and determined to be LLRW above RG. These false implied  
17 certifications were material to false claims for payment from the Navy.

18 38. Under the contracts with the Navy, radioactive material and devices were  
19 required to be properly stored in proper containers for radioactive materials, properly  
20 cleared for disposal, and disposed of in licensed low level radioactive disposal sites.  
21 Radioactive materials and devices were improperly stored by Shaw in sea-land type  
22 shipping containers on site rather than proper containers for LLRW. Shaw had one or  
23 more sea-land type containers loaded with radioactive material and devices that there  
24 determined to be LLRW above RG that Shaw had removed and disposed of at a  
25 disposal site that was not licensed to receive low-level radioactive waste. The sea-  
26 land containers were not processed for removal as required, did not obtain approval  
27 from the Navy for removal, and no exception for proper disposal was obtained by  
28 Shaw. Shaw certified and impliedly certified that it complied with the requirements of



1 the contract with the Navy for the handling of hazardous waste and radioactive  
2 materials, and the certification was false. One or more sea-land type shipping  
3 containers were improperly removed and disposed of Treasure Island radioactive  
4 material and devices while New World Environmental, Inc. was a sub-contractor for  
5 Shaw on Treasure Island. Managers of New World Environmental, Inc. objected to  
6 management of Shaw regarding the removal and disposal of the sea-land containers  
7 loaded with radioactive material and devices that were LLRW without having the  
8 material processed and approved by the Navy as LLRW and disposed of as LLRW as  
9 required by the Navy. Shaw's express and implied certification that it was complying  
10 with the terms of the contracts and the requirements therein that radioactive wastes  
11 would be properly scanned, tested, and LLRW properly disposed of as required by the  
12 Navy was false, and was material to the false claims made by Shaw to the Navy.

13 39. Shaw obtained from a Navy representative manifests signed by Jim  
14 Sullivan for approximately 200 truck shipments of soil and debris to leave Treasure  
15 Island, before the truck shipments had been loaded. The manifests were not for the  
16 shipment of low level radioactive wastes and soil above RG levels. Shaw fraudulently  
17 used the pre-signed manifests to load trucks with low level radioactive soils and  
18 materials above RG levels or soils for which required radiological screening was not  
19 performed and shipped the soils off Treasure Island to standard level Class II landfills  
20 as if the soil and materials had been tested and determined to not have LLRW in the  
21 shipment. Shaw used the pre-signed manifests to load trucks with soils and materials  
22 that had not been scanned, sampled, and tested for LLRW as required by the contracts  
23 with the Navy. Shaw knowingly shipped the soils and materials off Treasure Island in  
24 violation of the contractual requirements that such material be properly scanned,  
25 sampled, and tested to determine if the material is LLRW. Shaw certified or impliedly  
26 certified that the shipments met the standards for the manifests and the SOP set by the  
27 Navy, when the shipments violated these rules, regulations and SOPs. The  
28 fraudulently used pre-signed manifests were utilized by Shaw in 2007 and thereafter.

1           40. Shaw obtained and billed the Navy for approximately 600 intermodal  
2 containers for the shipment of low level radiological wastes. The billing to the Navy  
3 was for the containers to be obtained, filled, and prepared for shipment to low level  
4 waste facilities licensed by the United States. Shaw billed the Navy for these  
5 intermodal containers as if Shaw had filled and prepared the shipments, and the  
6 intermodal containers had been shipped to LLRW facilities. The billing for the 600  
7 intermodal containers to the Navy was false for the 600 intermodal containers had not  
8 been prepared, cleared and shipped when the Navy was billed and paid the billings.  
9 Rather, the intermodal containers remained at Treasure Island and had not been  
10 processed and cleared for shipment. The records and claim for payment by Shaw that  
11 contained the expenses for the intermodal containers for preparation and shipment  
12 were false.

13           41. Shaw, Tetra Tech EC, Inc. and RSRS falsified scanning and soil sample  
14 testing for radioactive contamination at Treasure Island by scanning improperly to  
15 avoid radioactive readings above RG levels. These companies also avoided taking  
16 soil samples from specific locations known or scanned that resulted in the highest  
17 radioactive readings in order to minimize the determinations of which areas met the  
18 standards to be treated as radiologically controlled areas, and later to obtain  
19 remediation clearance with final status surveys where the sampling and scanning was  
20 done to avoid higher levels of radiation in order to obtain unrestricted radiological  
21 release for the areas of Treasure Island reported to the Navy. The falsified scanning  
22 and soil sampling at Treasure Island to avoid radioactive readings for areas above RG  
23 levels took place in 2009 and continued thereafter, and may be continuing. The false  
24 records were material to the payments by the Navy for the work performed.

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**PRAYER FOR RELIEF**

42. Relator, on behalf of the United States of America and the United States Navy seek through this action 3 times the damages the government has and will sustain because of the acts of defendants;

43. Relator, on behalf of the United States of America and the United States Navy seek through this action a civil penalty as provide by 31 USC Section 3729(a)(1)(G) for each false claim and each false record or false statement material to a false claim;

44. For an award to the qui tam plaintiff as provided for by 31 USC Section 3730(d);

45. For an award of reasonable attorney fees and costs.

A jury trial is demanded.

Dated: March 3, 2016

Law Office of David Anton

By: 

David C. Anton